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Attorneys for Defendant/Cross-Claimant
REDKEN LABORATORIES, INC.
LONG TERM DISABILITY PLAN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MELCHOR INCIONG,

Plaintiff,

vs.

FORT DEARBORN LIFE INSURANCE
COMPANY, and REDKEN
LABORATORIES, INC. LONG TERM
DISABILITY PLAN,

Defendants.

CASE NO. CV 10-03384 SBA

**STIPULATION FOR DISMISSAL
WITHOUT PREJUDICE OF DEFENDANT
REDKEN LABORATORIES, INC. LONG
TERM DISABILITY PLAN AND
~~PROPOSED~~ ORDER**

Judge: Hon. Sandra Brown Armstrong

REDKEN LABORATORIES, INC. LONG
TERM DISABILITY PLAN,

Cross-Claimant,

vs.

FORT DEARBORN LIFE INSURANCE
COMPANY,

Cross-Defendant.

1 Plaintiff Melchor Inciong (“Plaintiff” or “Inciong”), Defendant Fort Dearborn Life Insurance
2 Company (“Fort Dearborn”) and Defendant Redken Laboratories, Inc. Long Term Disability Plan
3 (“the Plan”) hereby stipulate, by and through their counsel of record, as follows:

4
5 1. Plaintiff Inciong has identified both Fort Dearborn and the Plan as
6 defendants in this lawsuit filed under the Employee Retirement Income Security Action of 1974,
7 as amended (“ERISA”). Plaintiff has served Defendants Fort Dearborn and the Plan with the
8 Complaint, and Fort Dearborn and the Plan filed Answers disputing Plaintiff’s entitlement to
9 long-term disability benefits. The Plan also filed a Cross-Claim against Fort Dearborn for
10 indemnity and contribution.

11
12 2. If and to the extent that disability benefits under the Plan (which was
13 insured by Fort Dearborn pursuant to policy number CA3963) are awarded to Plaintiff pursuant to
14 the present litigation, Fort Dearborn agrees that it will be responsible for any judgment pursuant
15 to the terms of its policy. This includes any award of benefits, remand, reinstatement of the Plan
16 pursuant to the terms of disability policy number CA3963, reinstatement of the life insurance
17 waiver of premium benefit insured by Fort Dearborn pursuant to the terms of the life policy
18 CA3963-001, attorneys’ fees, interest, costs arising from Fort Dearborn’s administration of
19 Plaintiff’s claim for disability benefits as discussed in the Complaint, including denial of group
20 long-term disability benefits.

21
22 3. If and to the extent Fort Dearborn settles Plaintiff’s claims, Fort Dearborn
23 agrees that it will be responsible for satisfaction of the settlement. This includes any settlement of
24 attorneys’ fees, interest, costs and such other relief agreed upon by Plaintiff and Fort Dearborn.

25
26 4. Fort Dearborn stipulates that it will not raise any defense to Plaintiff’s
27 allegations of entitlement to long-term disability benefits under the Plan or any other recovery
28 related to those benefits sought in the Complaint based on the dismissal of the Plan and/or the

1 absence of the Plan from the litigation. However, by this stipulation, the parties acknowledge that
2 Defendants do not waive or alter any other of their available procedural or substantive defenses in
3 this litigation.

4
5 5. In this lawsuit, the pleadings are closed and Plaintiff does not seek any
6 benefits or relief from the Plan other than those outlined in the Complaint and insured by Fort
7 Dearborn.

8
9 6. Based on the stipulations set forth in paragraphs 1 through 5 above, the
10 Plan shall be dismissed from this lawsuit without prejudice, with the action to continue solely
11 against Fort Dearborn. In addition, the Plan shall dismiss its Cross-Claim against Fort Dearborn
12 without prejudice.

13
14 IT IS SO STIPULATED.

15 DATED: July 22, 2011

16 GLENN R. KANTOR
BRENT DORIAN BREHM
17 KANTOR & KANTOR, LLP
18

19 By: /s/ Brent Dorian Brehm
20 BRENT DORIAN BREHM

21 Attorneys for Plaintiff
MELCHOR INCIONG
22
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1 DATED: July 20, 2011

ANNA M. MARTIN
WILLIAM REILLY

2
3 RIMAC MARTIN, P.C.

4
5 By: /s/ Anna M. Martin
ANNA M. MARTIN

6 Attorneys for Defendant/Cross-Defendant
7 FORT DEARBORN LIFE INSURANCE COMPANY

8 DATED: July 20, 2011

STEPHEN H. HARRIS
CAROLINE LEE ELKIN
9 FELICIA A. DAVIS

10 PAUL, HASTINGS, JANOFSKY & WALKER LLP

11
12 By: /s/ Felicia A. Davis
FELICIA A. DAVIS

13
14 Attorneys for Defendant/Cross-Claimant
15 REDKEN LABORATORIES, INC. LONG TERM
16 DISABILITY PLAN

17 **DECLARATION RE CONCURRENCE OF SIGNATORIES**

18 **UNITED STATES DISTRICT COURT, N.D. CAL.**

19 **GENERAL ORDER 45**

20
21 The undersigned ECF filer hereby attests that concurrence in the filing of the
22 foregoing document has been obtained from counsel for defendants and that a record supporting
23 this concurrence is available for inspection or production if so ordered.

24 I declare under penalty of perjury under the laws of the United States of America
25 that the foregoing is true and correct. /s/ Felicia A. Davis

26 Felicia A. Davis

[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 7/25/11

By: 

HONORABLE SAUNDRA BROWN ARMSTRONG
UNITED STATES DISTRICT COURT JUDGE